

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quincy Bioscience, LLC		08/25/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BTH Bank, a division of BankTexas, National Association		
Street Address:	7702 North Central Expwy.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Texas Financial Institution: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3349744	PREVAGEN	
Registration Number:	3893715	NEUTRICKS	
Registration Number:	4203227	NEUSLEEP	
Registration Number:	4291338	CLEARER THINKING	
Registration Number:	4406579	BRAIN CRUNCHES	
Registration Number:	4576412	SUGAR RIVER SUPPLEMENTS	
Registration Number:	4685267	NEUROSHAKE	
Serial Number:	85594644	MAKE MEMORIES LAST A LIFETIME	
Serial Number:	86068389	SUGAR RIVER SUPPLEMENTS	
Serial Number:	86708830	PREVAGEN, THE NAME TO REMEMBER	
CORRESPONDENCE DATA			
Fax Number:	2146149338		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jstanford@byrdadatto.com		
Correspondent Name:	ByrdAdatto, PLLC		
Address Line 1:	8150 N. Central Expressway, Suite 930		
Address Line 4:	Dallas, TEXAS 75206		

OP \$265.00 3349744

NAME OF SUBMITTER:	James Stanford
SIGNATURE:	/James Stanford/
DATE SIGNED:	08/26/2015
Total Attachments: 7 source=IP Security Agt-QB-Executed#page1.tif source=IP Security Agt-QB-Executed#page2.tif source=IP Security Agt-QB-Executed#page3.tif source=IP Security Agt-QB-Executed#page4.tif source=IP Security Agt-QB-Executed#page5.tif source=IP Security Agt-QB-Executed#page6.tif source=IP Security Agt-QB-Executed#page7.tif	

BTH BANK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, "**Agreement**") dated to be effective as of August 25, 2015 ("**Effective Date**") entered into by Quincy Bioscience Holding Company, Inc., a Wisconsin corporation; Quincy Bioscience, LLC, a Wisconsin limited liability company; Quincy Bioscience Manufacturing, LLC, a Wisconsin limited liability company; Prevagen, Inc., a Wisconsin corporation; Quincy Animal Health, LLC, a Wisconsin limited liability company; Quincy International, LLC, a Texas limited liability; Calcigenix, LLC, a Texas limited liability; and Quincy Integrated Protein Solutions LLC, a Wisconsin limited liability company (each a "**Grantor**," collectively, "**Grantors**") is in favor of BTH Bank, a division of BankTexas, a National Association (together with its successors and assigns, "**Lender**").

Recitals

A. Grantors entered into a Loan Agreement, dated as of August 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, "**Loan Agreement**"), with Lender.

B. Grantors entered into a Security Agreement dated August 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, "**Security Agreement**"), with Lender. Capitalized terms used, but not defined in this Agreement, are defined in the Security Agreement.

C. Under the terms of Loan Agreement and Security Agreement, Grantors have granted to Lender, a security interest in, among other property, all Intellectual Property of Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors agree as follows:

1.01. **Grant of Security**. Grantors grant to Lender, a security interest in all of Grantors' right, title and interest in and to the following ("**Intellectual Property Collateral**"):

(a) all Trademark registrations and applications of Grantors, including, without limitation, the Trademark registrations and applications set forth in Schedule A, which is attached and incorporated into this Agreement by reference, together with the goodwill symbolized by such Trademarks;

(b) all Patents and Patent applications of Grantors, now owned or hereafter acquired by Grantors, including, without limitation, the Patents and Patent applications set forth in Schedule B, which is attached and incorporated into this Agreement by reference;

(c) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantors, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C, which is attached and incorporated into this Agreement by reference;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding to the foregoing throughout the world and all other rights of any kind whatsoever of Grantors accruing from the foregoing or pertaining to the foregoing;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

1.02. **Security for Indebtedness.** The grant of a security interest in the Collateral by Grantors under this Agreement secures the prompt and complete payment and performance when due of all Obligations of Grantors, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise on the terms set forth in the Loan Agreement.

1.03. **Recordation.** Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

1.04. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.

1.05. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantors hereby acknowledge and confirm that the grant of the security interest by this Agreement to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth in this Agreement.

1.06. **Assignment.** Grantors will not assign this Agreement or any of the other Loan Documents without the prior written consent of Lender, which may be withheld for any reason or no reason. Any attempt by a Grantor to assign this Agreement or any of the other Loan Documents, or any interest in this Agreement or any of the other Loan Documents, other than in accordance with this provision will be null and void. Lender may assign all or any part of the Obligations, this Agreement, or any of the other Loan Documents. Subject to the forgoing, this Agreement, the other Loan Documents, and their terms and provisions inure to the benefit of and are binding upon the Parties and their respective successors, heirs, and assigns.

1.07. **Governing Law.** This Agreement will be construed in accordance with and governed by the internal laws of the State of Texas (without reference to its rules as to conflicts of law). Grantors irrevocably submit to the jurisdiction of any state or federal court in Dallas County, Texas with respect to any action or proceeding arising out of or relating to this Agreement. Grantors consent to and grant to any such court jurisdiction over the persons of such parties and over the subject matter of any such dispute.

1.08. **WAIVER OF JURY TRIAL.** GRANTORS IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

(Signature Page Follows)

NOTICE PURSUANT TO TEXAS BUSINESS & COMMERCE CODE § 26.02

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

The Grantors have executed this Agreement duly authorized to be effective as of the Effective Date.

GRANTORS

Quincy Bioscience Holding Company, Inc.

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Quincy Bioscience, LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Quincy Bioscience Manufacturing, LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Prevagen, Inc.

By: Michael J. Beaman, CEO
Michael J. Beaman
Printed Name, Title

Quincy Animal Health, LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Quincy International, LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Calcigenix, LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

Quincy Integrated Protein Solutions LLC

By: Michael J. Beaman
Michael J. Beaman, CEO
Printed Name, Title

SCHEDULE A

Trademarks

Trademark	Registration / Serial Number	Owner	Filing Date	Registration Date	Renewal Date	Country of Filing
PREVAGEN	3,349,744	Quincy Bioscience, LLC	05-Oct-05	04-Dec-07	04-Dec-17	United States
PREVAGEN	300589690	Quincy Bioscience, LLC	28-Feb-06	17-Nov-06	27-Feb-16	Hong Kong
PREVAGEN	5182816	Quincy Bioscience, LLC	26-Feb-06	21-Sep-09	20-Sep-19	China (Peoples Republic)
NEUTRICKS	3,893,715	Quincy Bioscience, LLC	06-May-10	21-Dec-10	21-Dec-20	United States
PREVAGEN	1047036	Quincy Bioscience, LLC	22-Jul-10	22-Jul-10	22-Jul-20	Int'l Registration - Madrid Protocol Only
PREVAGEN	1475885	Quincy Bioscience, LLC	30-Jul-10	01-Oct-11	30-Sep-21	Taiwan
PREVAGEN	1047036	Quincy Bioscience, LLC	22-Jul-10	12-Aug-11	22-Jul-20	Japan
PREVAGEN	544373	Quincy Bioscience, LLC	03-Feb-11	14-Oct-11	14-Oct-21	Japan
NEUSLEEP	4,203,227	Quincy Bioscience, LLC	19-May-11	04-Sep-12	04-Sep-22	United States
MAKE MEMORIES LAST A LIFETIME	85/594,644	Quincy Bioscience, LLC	11-Apr-12	Allowed*	TBD	United States
CLEARER THINKING	4,291,338	Quincy Bioscience, LLC	11-Apr-12	19-Feb-13	19-Feb-23	United States
BRAIN CRUNCHES	4,406,579	Quincy Bioscience, LLC	13-Feb-13	24-Sep-13	24-Sep-23	United States

Trademark	Registration / Serial Number	Owner	Filing Date	Registration Date	Renewal Date	Country of Filing
NEUROSHAKE	4,685,267	Quincy Bioscience, LLC	12-Feb-13	10-Feb-15	10-Feb-25	United States
PREVAGEN	1047036	Quincy Bioscience, LLC	29-Jul-13	22-Jul-10	22-Jul-20	Australia
PREVAGEN	1047036	Quincy Bioscience, LLC	29-Jul-13	22-Jul-10	22-Jul-20	European Community
PREVAGEN	1047036	Quincy Bioscience, LLC	29-Jul-13	22-Jul-10	22-Jul-20	New Zealand
PREVAGEN	1,637,270	Quincy Bioscience, LLC	30-Jul-13	Allowed	TBD	Canada
SUGAR RIVER SUPPLEMENTS	86068389	Quincy Bioscience, LLC	18-Sep-13	Allowed*	TBD	United States
SUGAR RIVER SUPPLEMENTS	4,576,412	Quincy Bioscience, LLC	25-Jun-12	29-Jul-14	29-Jul-24	United States
CALCIGENIX	85/865,449	CalciGenix, LLC	4-Mar-13	Allowed*	TBD	United States
CALCIGENIX Design	85/865,454	CalciGenix, LLC	4-Mar-13	Allowed*	TBD	United States
PREVAGEN, THE NAME TO REMEMBER	86/708,830	Quincy Bioscience, LLC	29-July-2015			United States